



## GENERAL TERMS AND CONDITIONS

### 1. COMPANY LIABILITY

Hike Time Portugal, from now on designated as HTP, is a Trade Mark and a touristic service provider enterprise which may outsource services from other companies for the purpose of its activities. The programs that HTP offers may be pre-defined or customized according to the needs of each Client. All activities presented on our digital and non-digital channels and platforms are owned and marketed under the HTP brand.

### 2. CLIENT LIABILITY

The Client should respect the current legislation in force, regarding all activities organized within the HTP's scope, without neglecting social and environmental protection standards. At the time of the registration/reservation, the Client makes certain commitments to HTP:

- Have read and accepted our General Terms and Conditions, the program of the activity in which the Client signs up, as well the particular conditions of participation;
- Is aware of the demands (physical and psychological) that the chosen activity involves and that can lead to extreme and unforeseen situations;
- That the health conditions are adjusted to the activity in which the Client will participate, accepting that it may entail risk, such as the risks arising from the impossibility of immediate access to medical care;
- If the Client suffers from any disease that prevents from practicing the activity, must always tell us this fact. In order for the Client to participate, will then be asked for a medical certificate, which declares his doctor's permission.

### 3. NON-LIABILITY CLAUSES

HTP is not responsible for any accident or loss, to any degree, relative to any issue in the course of their activities either caused, provoked or exacerbated by the Client,

by third parties or even by the guides, our partners or hired personnel, except when the legislation in force establishes otherwise.

We reserve the right to either alter or cancel the activities whenever safety issues and/or causes of force majeure, namely due to weather conditions or roadblocks, are considered. Whenever a situation requiring some kind of change arises, the person responsible for the company on-site shall be solely responsible for the decision taken.

#### 4. RESERVATIONS, PAYMENTS AND MINIMUM NUMBER OF PARTICIPANTS

We only accept written reservations, through forms available on our website or via email ([geral@hikettime.pt](mailto:geral@hikettime.pt)). By doing so, it means that in this act you are making the purchase of the requested service and agreeing to the General and Specific Conditions of the activity. In this way, it undertakes to pay for all the services provided in the activity for which it has made its reservation.

For programs promoted through of events programmed and promoted through our Social Media platforms (ex: Facebook events), and if the description of the program does not present any specific conditions, payment will be made at the place where it will be held, before starting. If a payment is made before the activity and the Client cancels the reservation until 72 hours before the start of it, HTP will fully refund it, except when there are commitments made with HTP partners.

For all the other activities and programs:

- Upon reservation, a payment of 30% of the value the respective reservation will be requested, regardless of the date on which it was made;
- The remainder should be paid up to 20 days before commencement of the activity;
- In case of cancellation, if this is done up to 20 days before the start of the activity, HTP will fully reimburse the Client for the reservation. In case cancellation is done 15 days prior to the start of the activity, HTP will reimburse the Client in 50% of the amount received. In case cancellation is done in less than 15 days prior to commencement of the activity, no reimbursement shall be owed. There are special conditions if the service is provided on the Azores and Madeira islands or abroad;

- HTP reserves the right to cancel the activity, until 20 days of its start, in case the minimum number of required participants is not reached. In case this occurs, the Client will be notified and reimbursed by us in 100% of the amount received;
- If any activity is canceled due to weather conditions, a new reservation will be offered, but always subject to the weather conditions of the respective day.

The advance payment of the activities, when requested, must be made by bank transfer to the IBAN indicated in the event or in our written proposal and is confirmed when HTP receives the proof by email (geral@hikettime.pt).

If a Client wish that we issue a receipt with is tax identification number, he must ask us when he pays the activity. The document is normally sent electronically by email, designated by the Client.

#### 5. CUSTOM MADE, PRIVATE AND GROUP EXPERIENCES

With the exception of events programmed and promoted through our Social Media platforms, all experiences and activities must be budgeted in advance, and the conditions and values presented depend on several factors, such as the availability of our team, the number of participants, the location selected, the duration of the experience/activity, services provided by partner companies, etc.

#### 6. INSURANCE

HTP maintains all the insurance policies required under law and Turismo de Portugal.

#### 7. TRANSPORT

We provide to our Clients accurate information about the start and end location of each event/activity/experience. By default, and unless expressly stated, any type of transport or transfer is not included. Previously budgeted activities may or may not include transportation or transfer if requested by the Client.

#### 8. SCHEDULES

The duration of activities is given as an indication and in an approximate way, depending in most cases on factors external to our guides. A maximum tolerance of 15 minutes will be given for all participants to be at the starting point defined for each program and activity. If the client for the booked activity does not arrive ("no show") then HTP will make no refund.

## 9. DIFFICULTY LEVELS

In order to help the client to choose an experience adapted to their physical level and comfort, in a fun and enjoyable way, alone or in a group, we always present a scale with the level of difficulty of the activity, together with the maximum of technical information available. This level can be affected by certain meteo conditions or by terrain changes.

We use as a reference the MIDE methodology, initially developed by Alberto Paris Ponte and later adopted, among other entities and federations, by the Federação Aragonesa de Montanhismo.

The following parameters are taken into consideration:

- **ENVIRONMENT**
  - 1) Not free from risks
  - 2) There is more than one risk factor
  - 3) There are several risk factors
  - 4) There are many risk factors
  - 5) There are a lot of risk factors
  
- **ORIENTATION DURING THE PATH**
  - 1) Well-defined paths and crossings
  - 2) Paths and signs that indicate its continuity
  - 3) Requires accurate identification of geography and cardinal points
  - 4) Requires the use of orientation and navigation off the trail techniques
  - 5) The navigation is interrupted by obstacles that need to be circumvented
  
- **MOVEMENT DIFFICULTIES**
  - 1) Hike on easy surfaces
  - 2) Hike on firm, stone surfaces
  - 3) Hike on uneven tracks, not regular
  - 4) Hands may be required to maintain balance
  - 5) It may be necessary to progress in climbing
  
- **EFFORT**
  - 1) Up to one hour of effective walking
  - 2) More than one and less than three hours of effective walking

- 3) More than three and less than six hours of effective walking
- 4) More than six and less than ten hours of effective walking
- 5) More than ten hours of effective walking

Detailed information: [www.montanasegura.com/MIDE/manualMIDE.pdf](http://www.montanasegura.com/MIDE/manualMIDE.pdf)

We cannot be responsible for any physical damage suffered by the participants, caused by a wrong activity or equipment choice.

#### 10. PROTECTED CONTENT

What is posted by HTP and all HTP website content, as well as the content that is on all channels and digital platforms, social networks and blogs used by HTP is copyrighted and may not be used without HTP prior and written authorization. The copying, alteration, distribution, transmission, exhibition, reproduction, publication, transfer or sale of any information, products or services obtained through the channels that HTP uses is prohibited.

#### 11. COLLECTED MATERIAL

All photos, videos and testimonials collected during the activities carried out by HTP may be used for promotional purposes and marketing of our services, unless expressly stated in writing by the Client if he does not allow it.

#### 12. POLÍTICA DE PRIVACIDADE

For us, Hike Time Portugal, the privacy and security of all personal data is a serious matter. To prevent access to data by unauthorized personnel, we have implemented tight security procedures regarding the storage and disclosure of all information shared with us by our customers and prospects.

Our sites and our communication is for a general audience and does not offer services directed related to children not accompanied by their guardians. If we know that an individual can be a child under the age of 13 years and is sending us personal information, we will delete or submit will destroy the information as soon as is reasonably possible.

You can request the removal or alteration of your information contained in our databases. If you do not wish to be contacted further or if you wish to change your information, please notify us in writing of your intent ([geral@hikettime.pt](mailto:geral@hikettime.pt)).

Hike Time Portugal's procedures are in accordance with the general rules on data protection (RGPD) of the European Union (EU) 2016/679.

### 13. "CLEAN & SAFE" compliance

We complied with the recommendations of the Portuguese Healthcare Authorities (DGS) to avoid contamination of the spaces and people with SARS-CoV-2 (new coronavirus), being recognized by Turismo de Portugal, which awarded HTP with the seal "Clean & Safe". For more information, see the <https://www.hiketime.pt/clean-and-safe-en/>

For any further clarification please contact:

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